

RUHR  
UNIVERSITÄT  
BOCHUM



**Agreement**  
**about a mobility scheme, including the possibility**  
**of a subsequent degree award by RUB**  
**between**  
**V.N. Karazin Kharkiv National University (Karazin**  
**University), Ukraine**  
**and**  
**Ruhr University Bochum (RUB), Germany**

This Learning Agreement is made effective as of the date of the last signature below (“Effective Date”), by and between

**V.N. Karazin Kharkiv National University, Ukraine**

represented by its Rector, Professor Dr. Tetyana Kaganovska  
Legal address: 4 Svobody Sq., Kharkiv, 61022, Ukraine  
Involved Faculty: Professor Dr. Oleh Kaluhin, Dean, School of Chemistry

**Ruhr University Bochum, Germany,**

represented by its Rector, Prof. Dr. Dr. h.c. Martin Paul,  
Legal address: Universitätsstraße 150, 44801 Bochum, Germany  
Involved Faculty: Professor Dr. Thomas Günther-Pomorski, Dean, Faculty of  
Chemistry and Biochemistry

individually referred to as a “Party” or an “Institution” and together as the “Parties” or “Institutions”.

## 1. Purpose and Framework

1.1 The Parties, V.N. Karazin Kharkiv National University (abbreviated Karazin University) and Ruhr University Bochum (abbreviated RUB) agree on a mobility scheme allowing entry of students from Karazin University, who previously successfully conducted the first two semesters of the MSc programme Chemistry at Karazin University, into the second year (i.e., semesters 3 and 4) of the MSc programme Chemistry at RUB. This undertaking, hereby named “the bilateral programme”, shall combine the specific expertise of the participating institutes and make RUB’s specific strengths available to the students of the partner institution.

1.2 This bilateral programme allows students from Karazin University to study at RUB as exchange students for one semester and offers them the possibility to apply for the recognition of their achieved results at Karazin University (previous semesters) and at RUB (after successfully passing respective examination in the semester spent at RUB) in order to change their status from exchange to degree seeking student and to write their MSc thesis at RUB.

1.3 The bilateral programme will thus enable Karazin University students to benefit from specific offers on RUB’s campus and to gain experience in an international setting, without risk of prolongation of the duration of their studies or unresolved recognition issues. The proposed bilateral programme will be based on already existing, fully accredited Master programmes at both partner institutions.

1.4 Participating students from Karazin University will enjoy all the rights and privileges accorded to students at RUB and will be subject to the same regulations and performance standards that pertain to all other students at RUB.

1.5 Students from Karazin University study at RUB as exchange students for one semester (i.e., semester 3 of the MSc programme Chemistry at RUB). After successfully passing respective examination in semester 3 spent at RUB, they are offered to change their status to degree seeking student and the possibility to apply for the recognition of their achieved results at Karazin University (results of the previous semesters 1 and 2) by RUB in order to write their MSc thesis at RUB in semester 4. After having handed in their Master thesis and having successfully passed all necessary exams at RUB and based on the conditions outlined in the following agreement, they are awarded the RUB degree Master of Science in Chemistry.

1.5 The bilateral programme has been accepted by the School of Chemistry from Karazin University and the Faculty of Chemistry and Biochemistry from RUB. Up to three (3) students from Karazin University will be annually admitted at RUB.

## 2. Definitions

Within the framework of this Agreement:

“**Faculty/Department**” means the Faculties and Departments of each Institution involved in this Agreement that are responsible for implementing the programme as described in the Agreement.

“**Home Institution**” means the Institution that has sent a student or students to the Host Institution and in which the student/s is/are formally enrolled as a degree candidate.

**“Host Institution”** means the Institution that has agreed to receive exchange or degree seeking students from the Home Institution.

**“Confidential Information”** means any data or information disclosed during or pertinent to the discussions that is not in the public domain, in whatever format, whenever and however disclosed, including but not limited to: designs and/or engineering data, drawings, specifications, equipment test results and/or performance data, business practices, shop procedures, improvements, process know-how and modelling approaches, inventions, patent applications, reports, financial data or any other material or information, including any Background, which is marked by the Disclosing Party as “CONFIDENTIAL” or “PROPRIETARY”.

**“Disclosing Party”** means the Party disclosing any Confidential Information.

**“Receiving Party”** means the Party receiving any Confidential Information.

**“Intellectual Property Rights”** means patents, utility models, trademarks, service marks, registered designs, copyrights, database rights, design rights, trade secrets, know-how and applications for the same, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above.

**“Background”** means all information in or near the field of the programme that is used in the implementation of the programme and has been, is, or will be developed outside the programme, and is in the possession of a Party, including, without limitation, reports, inventions, software, information, methods, solutions, devices, and materials irrespective of their form or expression or if they are or can be protected by Intellectual Property Rights such as copyright, patent or confidentiality. Background shall not in any case be regarded as the Results of the programme.

**“Results”** means all new information and data arising from the programme as a result of the work of a Party or a third party working on behalf of a Party, including but not limited to reports, inventions and software and all Intellectual Property Rights connected to the Results.

**“Force Majeure”** means any unforeseeable or unavoidable event, circumstance or cause beyond the control of a Party occurring after the execution of this Agreement, including, without limitation, war, natural catastrophe, fire, rebellion, strikes, lock-outs or other industrial disputes, boycott, expropriation or confiscation for public needs, import or export ban, interruption of public transport or energy distribution, act of government, change in law, which prevents the performance, in whole or in part, of this Agreement or any of its obligations by either Party, and whose consequences cannot be prevented without unreasonable additional cost or waste of time.

### **3. Responsibilities**

It is the responsibility of

- a. Karazin University to arrange the selection of students from Karazin University in cooperation with RUB, granting RUB the right to reject any of the suggested Karazin University students;

- b. RUB to accept jointly selected students from Karazin University as exchange students (semester 3) and possibly as degree seeking students (semester 4) and to award the degree 'Master of Science in Chemistry' (RUB) upon successful completion of the bilateral programme according to sect. 1.5;
- c. RUB to guarantee, upon demand and within the frame of capacity regulations in place at the institution, to inscribe jointly selected students from Karazin University for the programme on an annual basis;
- d. Karazin University to guarantee that its students meet the previously agreed prerequisites, including competency on level B2 (CEFR) at least in the English language;
- e. RUB to recognize all examination results and each module of the programme that was completed successfully at the partner university in the context of curriculum of the first year of studies at Karazin University;
- f. Karazin University to recognize all examination results and each module of the programme that was completed successfully at the partner university in the context of the curriculum of the second year of studies at RUB;
- g. both Universities to provide the students with counsellors.

#### **4. The Content and Delivery of the Bilateral Programme**

4.1 A specification of the content and modules of the bilateral programme is provided in the Annex.

4.2 The European Credit Transfer System (ECTS) will be used.

4.3 The bilateral programme is delivered fully in English.

4.4 The thesis must be written in English at RUB according to the local regulations.

4.5 The terms, conditions and procedure for the liquidation of academic debts in the Home institution (Karazin University) are governed by the internal regulations of the Home institution (Karazin University).

4.6 Each student participating in the programme is obliged to submit a report to the Home institution (Karazin University) after participation in the programme.

#### **5. Degrees and Diploma Supplements**

5.1 Each Party shall fully approve all the study units and courses specified in the programme specification (Annex 1) and student grades given by the Partner Institution, including the Master's thesis.

5.2 In case of severe changes of the curriculum, students from Karazin University who already started to study in the programme must have the right to finish their studies at RUB according to the conditions under which they started.

5.3 RUB will issue its Master of Science degree certificate ("Certificate") when all requirements are fulfilled according to RUB examination regulations for the Master's degree programme in Chemistry.

5.4 The Master of Science degree Certificates of both Universities shall indicate that the degree has been awarded within the frame of this bilateral programme. The Certificate shall list the courses completed at RUB and the courses transferred from Karazin University. A decision to award the degree by either Institution is not binding upon the other.

5.5 Each certificate is accompanied by a Diploma Supplement, which is an explanatory document describing the contents and scope of the master's degree, including the Transcript of Records.

5.6 The examination results obtained in the programme shall be administered by the student's current university (i.e., Karazin University in semesters 1+2, RUB in semesters 3+4). The local examination regulations shall apply, which regulate where and how students register for the respective examinations, the number of examination attempts and the regulations governing repetition, withdrawal, final failure of examinations, and the handling of plagiarism and attempted cheating.

## **6. Tuition fees, Accommodation and Finance of Students**

Students from Karazin University will continue to pay the appropriate tuition and service fees to Karazin University during attendance at RUB. Students will not pay tuition fees to RUB, but there is no exemption from the so-called Sozialbeitrag. The "Sozialbeitrag" is not a tuition fee, but it covers different services for students like e.g. reduced costs for meals and leisure and health sports activities. It also includes the "Semester Ticket" which entitles students to free use of all regional transport services (buses, underground trains, trams, suburban trains) and local Deutsche Bahn trains throughout Germany.

## **7. Personnel Costs**

Each Party agrees that the Parties shall be solely responsible for all costs concerning their own Personnel (including without limitation travel, lodging, salary, communication costs).

## **8. Accommodation, Visa, and Finance of Students**

8.1 Students from Karazin University attending the programme should find housing accommodation in or around Bochum by themselves. RUB will help to arrange accommodation, e.g., in a student dormitory or guesthouses, if desired and as far as possible. The payment of such housing, together with the payment for all travel, visa, medical insurance, and subsistence costs,

shall be the responsibility of the individual students participating in the programme, and neither Party shall be held liable for such charges and arrangements.

8.2 The students are responsible to fulfil the mandatory entry requirements that authorise them to study in Germany. The universities will support the students in obtaining the documents needed to study in Germany, if necessary.

8.3 Students from Karazin University shall assure their Home Institution that they have adequate funds for transportation to and from RUB and for subsistence during their enrolment at RUB.

## **9. Insurance**

Students attending RUB are required to purchase adequate medical insurance in accordance with the regulations in place at RUB. The medical insurance must cover full medical costs including possible repatriation and comply with national standards and regulations. Any costs exceeding the insurance amount are the sole responsibility of the student.

## **10. Coordination**

10.1 Each partner will appoint a local academic coordinator from amongst the academic staff teaching in the programme, who is responsible for:

- a) ensuring that the requirements of his/her university are met;
- b) coordinating the programme management (including recruitment procedures, examinations and assessments) with the local administrative representatives (including institution for international academic relationships, and registrar offices).

10.2 Each institution will afford the mobility of its staff inherent to this partnership, although most meetings should be organized via video-conference if possible.

10.3 The promotion of the programme is the responsibility of both partners. Each member Institution agrees to the use of its name and logo for the purposes of promotional material, programme literature and other documentation of the programme. The strategy for promoting the programme will be discussed annually by the coordinators and includes at least a webpage on the Websites of the Institutions dedicated to the programme.

## **11. Quality Assurance and Exchange of Data**

11.1 The programme is subject to the Quality Assurance procedures that are in place locally to assure the quality of teaching at the two universities. The views and feedback of all students in the programme are considered very valuable and will be integrated into the joint supervision of the programme. Staff members of both universities will exchange regularly on ways to enhance the quality of the bilateral programme.

11.2 The two universities agree that data on the students selected for the programme shall be exchanged once per semester between the two universities (respecting privacy and data security regulations in place at both institutions) regarding necessary information concerning enrolment of the students at RUB. This shall also include information on examinations taken and examinations definitively failed.

## 12. Selection of Students

12.1 The programme is open to students who are enrolled in the corresponding programme Master in Chemistry at Karazin University. Participating students apply for participation in the programme at Karazin University and will be, in general, selected based on academic criteria established by RUB. The minimal participation requirements are 60 ECTS gained at Karazin University in appropriate subjects in the field with good grades.

12.2 Generally, students are selected based on academic merit and motivation. The selection of students who intend to move to RUB for participation in semesters 3 and 4 is approved by the relevant institutional bodies at RUB. The student selection must be approved by the Faculty of Chemistry and Biochemistry at RUB. It is thereby understood that RUB reserves the right to make a final decision on the admission of students nominated for the programme. In case a candidate should be rejected by RUB for any reason, Karazin University may nominate an alternative candidate for consideration by RUB on condition that such alternative applications could be made early enough for RUB to conduct the necessary procedures in time.

12.3 The students from Karazin University should provide a Bachelor diploma and a Transcript of Records

- from a qualified B.Sc. study course in Chemistry with not less than 180 ECTS-CP;
- a minimum of 160 CP from basic and advanced courses on BSc and MSc level, including the areas Chemistry, Mathematics, Physics and Biology;
- a minimum of 45 CP (which may be part of the above-mentioned 160 CP) from hands-on chemical laboratory practicals which were performed personally by the applicant.
- CV and Motivation letter

12.4 As the semesters 3 and 4 of the programme at RUB are delivered in English, selected students must demonstrate solid competences in English. As a general prerequisite, students at Karazin University need to provide the certificate of all Ukrainian entrance exams in the English language. In addition, English language proficiency is assessed based on an official certificate that includes information about the level of proficiency according to the global scale of the Common European Framework of Reference for Languages (CEFR). Examples of such certificates include TOEFL, IELTS, Cambridge FCE/CAE/CPE. In the absence of a certificate, it is possible to fill out a Language Assessment Sheet, have it certified by a foreign language teacher of the University, and by the dean's office of the respective faculty / scientific-educational institute with a signature and stamp.

### **13. Liability**

Neither Party shall be responsible towards the other Party for any indirect, incidental or consequential damages including without limitation loss of profits, loss of use, loss of data, loss of revenue and the like. This limitation of liability shall not apply if and to the extent the damage has been caused by a wilful act or gross negligence.

### **14. Confidentiality**

14.1 Any information disclosed to a Party in connection with this MoU and the planning work may be confidential. Each Party acknowledges that such information is communicated on a confidential basis and its disclosure may be prejudicial to the owner of the information.

14.2 Each Party commits to keep all Confidential Information as strictly confidential and agrees to use the Confidential Information solely for the purpose of this Agreement. Further, each Party undertakes not to disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party, unless such information:

- a. was already in the public domain at the time of disclosure or thereafter enters the public domain through no fault of the Receiving Party;
- b. was approved for release by prior written authorisation of the Disclosing Party or was disclosed to one or more third parties by the Disclosing Party without restriction;
- c. is lawfully received from a third party without any obligation of confidence and without breach of a confidentiality obligation; or
- d. is or has been developed independently by employees of the Receiving Party or together with a third party without breach of the confidentiality obligations of this Agreement.

14.3 The Receiving Party may disclose Confidential Information disclosed by the Disclosing Party to the extent the Receiving Party is required to do so by mandatory law, court order or a binding ruling of a governmental authority, provided that written notice of such ruling is given without undue delay to the Disclosing Party. The Receiving Party commits to use reasonable efforts to obtain assurance that the Confidential Information will be treated confidentially.

14.4 The Receiving Party shall limit access to the information disclosed by the Disclosing Party only to its employees to whom such access is reasonably necessary for carrying out the obligations under the programme. The Receiving Party must ensure that each of its employee is bound by confidentiality obligations similar to those in this Agreement.

14.5 All personal data of applicants, students and graduates relevant to the programme will be processed in accordance with the data protection regulations applicable in the respective countries. The Partner Universities guarantee to comply mutually with any records and data security standards advised by the laws of their own government and their own institutional standards, which are in line with the national laws. Data storage, handling and exchange procedures will be conducted according to the EU Data Protection laws.



## **15. Intellectual Property Rights**

15.1 Intellectual Property Rights created, generated, or invented during semesters 3 and 4 of the programme shall be owned by RUB.

15.2 RUB grants Karazin University a royalty-free, non-exclusive license to use its Results for the purpose of carrying out the programme, but for no other purpose. Background shall not in any case be considered to be the Results of the programme.

15.3 Where feasible, joint teaching materials will be developed during the programme. Both partner institutions have permission to use these jointly developed teaching materials independently from the programme, even in case when the programme may have been terminated.

## **16. Force Majeure**

16.1 If an event of Force Majeure occurs, the period for fulfilling the contractual obligation shall be extended, without penalty or liability, for as long as is reasonable considering all the circumstances influencing the case.

16.2 A Party claiming Force Majeure must promptly notify the other Party in writing and shall furnish within ten (10) days thereafter sufficient proof of the occurrence and duration of the Force Majeure. The Parties shall also promptly consult with each other in order to find an equitable solution and shall use all reasonable endeavours to minimise the consequences of the Force Majeure.

16.3 If the delay caused by any event of Force Majeure continues for more than one hundred twenty (120) days, the affected Party may terminate the Agreement completely or partly.

## **17. Applicable Law and Dispute Resolution**

17.1 This agreement is governed by and construed in accordance with the laws of Germany (NRW Higher Education Law in the respective current version).

17.2 Any conflict between the Parties will be primarily resolved through negotiation. If such negotiation is unsuccessful, any dispute, controversy or claim arising out of or relating to this agreement, or the breach, termination or validity thereof shall be finally settled by the court of Bochum. In this case the agreement shall be governed and interpreted by the laws of Germany.

## **18. Validity, Amendment and Termination**

18.1 The legally valid version of this agreement is the English one.

18.2 The term of this agreement is for a period of five (5) years from the Effective Date and automatically expires thereafter. Its content may be revised, renewed or modified by mutual written agreement signed by duly authorised representatives of each Party. A renewal of this agreement shall be discussed six (6) months prior to its expiration.

18.3 The agreement may also be terminated at the request of either Party, provided such request is made in writing at least six (6) months prior to the intended time of termination. If this Agreement is terminated before 5 years from the Effective Date, any student from Karazin University who has commenced the programme by the date of termination, shall not be affected and shall be able to complete the programme under the terms of this agreement.

### 19. Annexes

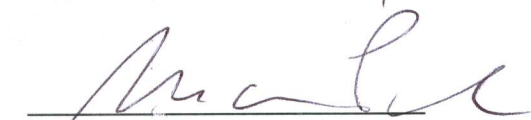
In the event of contradiction between this Agreement and its annexes, this Agreement prevails.

### Signatures

This agreement may be executed by electronic signatures, PDF or in writing. Both Parties shall receive a fully executed copy of this agreement.

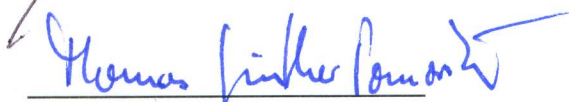
#### Ruhr University Bochum

Place and date: *Bochum, 29.04.2024*



Rector, Prof. Dr. Dr.h.c. Martin PAUL,





Dean, Faculty of Chemistry and Biochemistry, Prof. Dr. Thomas GÜNTHER-POMORSKI

#### V.N. Karazin Kharkiv National University

Place and date: *Kharkiv, 05.2024*

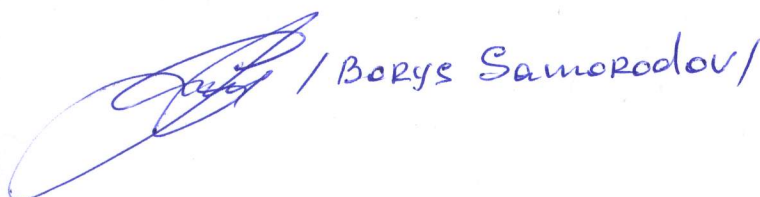


Rector, Prof. Dr. Tetyana KAGANOVSKA





Dean, School of Chemistry, Prof. Dr. Oleg KALUGIN



## List of Annexes

- 1) Technical Annex
- 2) Coordination

### Technical Annex

This annex describes the programme of the second year of the Master of this bilateral programme of the University V.N. Karazin Kharkiv National University (Karazin University) and Ruhr University Bochum (RUB).

#### Semester 3

Semester	Module	L	E/S	Pr	Type	CP
3.(WS)	Practical Science and Communication	--	2	6	Com	2
	In-Depth Practical	--	--	9	Elec	8
	Elective Lecture	2	1	--	Elec	5
	Focal Point Practical	--	--	15	Com	15
<b>Total Semester 3</b>		2	3	30		30

#### Semester 4

Semester	Module	L	E/S	Pr	Type	CP
4.(SS)	Master Thesis	--	--	--	Com	30
<b>Total Semester 4</b>						30

**Legend:** L: lecture; E: exercise session; Pr: practical; Com: compulsory; Elec: elective; CP: credit points in the European Credit Transfer System (ECTS); WS: winter semester; SS: summer semester



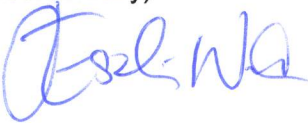
Responsible for the **Technical Annex** from  
the V.N. Karazin Kharkiv National University

Prof. Dr. Oleg KALUGIN

Responsible for the **Technical Annex** from  
the Ruhr University Bochum

Prof. Dr. Christian HERRMANN

**Coordination:**

	Ruhr University Bochum	V.N. Karazin Kharkiv National University
Head of the Master's programme	Prof. Dr. Christian HERRMANN 	Prof. Dr. Mykola MCHEDLOV-PETROSIAN 
Responsible for international affairs at the involved Faculty	Jacinta ESSLING-WINTZER (Faculty of Chemistry and Biochemistry) 	Dr. Nataliia LEONOVA 